IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

THURSDAY, THE EIGHTEENTH DAY OF NOVEMBER
TWO THOUSAND AND FOUR

PRESENT

THE HON'BLE MR JUSTICE G. BIKSHAPATHY

WRIT PETITION NO : 20210 of 1994

Between:

M/s. Khaitah Minerals Development Corporation Private Ltd., rep.by it's

Director, Mr.G.D.Khaiatan,
S/o. Kharagchand Khaitan (Late),R/o.Waltair, Plot No.104, CBI Office

Road, Chinna Waltair Colony, Vidyanagar, Visakhapatnam 530003.

... PETITIONER

AND

The Visakahapatnam Port Trust, Port Area, Rep.by Chief Engineer,
Visakhapatnam : 530 035.

...RESPONDENT

Petition under Article 226 of the constitution of India praying that in the circumstances stated in the Affidavit filed herein the High Court may be pleased to issue a Writ or order or a direction, more particularly one in the nature of a writ of Mandamus, declaring the action of the Visakhapatnam Port Trust in refusing to renew the leasehold rights in favour of the Writ-petitioner Company over the land of an extent of 15000 Sq.Mtrs.situated in Survey No.1 part of Malkapuram (V) in Visakhapatnam as illegal, arbitrary, unjust and unsustainable and consequently direct the Visakhapatnam port Trust to consider the grant renewal of leasehold rights over the land in question on a long term basis.

Counsel for the Petitioner: MR.NUTY RAM MOHAN RAO

Counsel for the Respondent: MR.K.SRINIVASAMURTHY

The Court made the following:

ORDER:

This writ petition is filed challenging the order passed by the Management of Visakahapatnam Port Trust dated 19-10-1994 refusing to renew the lease beyond 30-09-1994. Petitioner was granted lease over an extent of 15,000 Sq. Mtrs. of the area belonging to Visakhapatnam Port Trust to enable the petitioner for stacking or railing Gypsum and also for stacking other export and import cargo. Initially the land was leased for a period of three years from 30-07-1986 and it was being renewed from time to time. The lease renewed expired on 30-09-1994. However, at the request made by the petitioner-management for renewal of further lease, the same was rejected by the impugned order dated 19-10-1994. The said order came to be challenged before this Court.

2. Learned senior counsel for the petitioner Mr. Nuty Ram Mohan Rao makes an attempt before this Court to convince this Court that petitioner though does not have legal right to claim renewal, but, yet at the same time, when similar piece of lands are being given to other companies to enable them to carry out their business and also to improve the area, there is no reason why the petitioner also should not be extended the facility of renewal. I am afraid I cannot accept this contention. Petitioner has to make out legal right to claim renewal. Admittedly, lease expired on 30-09-1994 and further renewal was rejected by order dated 19-10-1994. Under those circumstances, I find that petitioner is not entitled to claim right of renewal under Article 226 of the Constitution of India. But, however, learned counsel for petitioner submits that there are many plots in the Visakhapatnam Port Trust and also the plot of land, which was leased out to the petitioner in

1986 is still lying vacant and is not being used and therefore no prejudice will be caused if fresh lease is granted to the petitioner on reasonable terms and conditions. This prayer will be beyond the jurisdiction of this Court, however, I leave it open to the petitioner to make a representation to the respondent giving the details of its requirements and the purpose for which the land will be put to use. The said application shall be filed before the respondent within a period of six weeks from the date of receipt of a copy of this order. On such application having been filed by the petitioner, respondent shall consider the same and pass appropriate orders within a period of six weeks thereafter.

The writ petition is accordingly disposed of. No costs.

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G. BIKSHAPATHY, J

November 18, 2004

MRR/TS

To:

1. The Visakahapatnam Port Trust, Port Area, Rep.by Chief Engineer, Visakhapatnam : 530 035.

2. Two C.D. Copies.